

Town of Lovettsville

REQUEST FOR PROPOSAL

*Town Engineer for Water and Sewer and possibly other areas
of Expertise*

Mailing Address: P.O. Box 209
Lovettsville, VA 20180

Delivery Address: 6 East Pennsylvania Avenue
Lovettsville, VA 20180

Informational Contact: Karin Fellers
Project Manager
Phone/Fax: (540) 822-5788
E-mail: kfellers@lovettsvilleva.gov

Proposal Due Date: February 4, 2011 at 4:30 pm at the Town Office

Prebid Meeting & Tour: January 18, 2011 at 10:30 AM at the
Lovettsville Library, 12 N. Light Street,
Lovettsville, VA 20180

BACKGROUND:

Lovettsville is a small, predominantly residential town of approximately 1,100 residents. The Town was settled in the mid-1700s by German immigrants. Today, Lovettsville is still known as the German Settlement, and celebrates this German heritage annually with an Oktoberfest weekend and Holiday events.

The Town has recently completed an expansion to the WWTP to include additional flow capacity as well as tertiary treatment. In addition the Town has completed Phase I of their I&I Action Plan involving rehabilitation to the sewer collection system to reduce rain induced flow to the WWTP. In addition, the Town is working on several projects on the water system and also in the process of designing a bike path and streetscape and sidewalk on an older existing street.

DESCRIPTION OF PROJECT:

The Town has identified a need to hire a Town Engineer. Currently the Town is focused on Water and Sewer expertise in particular. This engineer would provide support to the Town on Water and Sewer projects and any number of other possible projects. By going through State Procurement requirements it is hoped that the Town will have the option to use this engineer for projects even if they are funded by state or federal grant or loan funds without conducting special procurement. The Town Engineer will be hired to be the technical support and advocate for the Town. Please note that the Town currently has consultants satisfactorily providing some of the possible services listed below. These consultants may continue to provide services to the Town under current contracts and do not need to propose through this RFP to continue to provide contracted services. However, if services through currently contracted consultants become unsuitable or contract terms expire, the selected engineer through this contract may be asked to provide these services. Consultants who are currently under contract with the Town are welcome to propose under this RFP if there is a wish to expand their services to other areas identified in the RFP.

Water and sewer projects that are listed as Capital Improvement Projects for the Town include: water line replacement design and construction, and water tank design and construction.

SCOPE OF SERVICES:

The successful firm will be expected to provide support to the Town on any number of projects and services. Below is a list of possible services to be provided through this proposal. Additional services may be identified later and added if appropriate. Bidding firm must be able to provide services for item 1 listed below.

The Town Engineer will provide support to the Town on the following:

1. Wastewater and Water related projects and issues including:
 - a. Regulatory compliance.

- b. Treatment facilities operations and performance.
 - c. Water and Sewer Master Plan development.
 - d. Collection and distribution system operations and maintenance.
 - e. Design of new facilities or upgrades to older facilities.
 - f. Cost estimating of projects for budget planning purposes.
 - g. Water and Sewer rate setting.
 - h. Construction Administration and/or Inspection of Projects.
 - i. GIS Support and Development .
 - j. Review of other engineer's design.
 - k. Grant and loan identification and support for applications.
2. Other Engineering Services as described below as expertise is available:
- a. Storm Drainage Master Plan Development.
 - b. Storm drainage design and operations.
 - c. Park development and maintenance.
 - d. Land acquisition.
 - e. Streetscape design and implementation.
 - i. Negotiations with VDOT.
 - ii. VDOT Street acceptance support.
 - f. Review of Development Projects.
 - i. Review of plans.
 - ii. Inspections as necessary.
 - g. Survey, title search, and plat development.

SELECTION CRITERIA:

Proposals will be evaluated based on, but not limited to the following criteria. The Town may interview 2 or more candidates before making a final decision. The Town reserves the right to refuse any and all proposals.

Five (5) copies of the Proposal should be provided to the Town Office by the due date specified and will include the following elements:

1. The firm's understanding of the project and ability to provide creative, practical and cost effective solutions for a small Town like Lovettsville on a limited budget.
2. Experience in working with the Town's local branches of agencies such as DEQ, VDH, VDOT, and Loudoun County and understanding the pertinent Federal, State and Local regulations including OSHA requirements.

3. Past experience within the last 5 years of up to 5 similar contracts for Scope item 1 above of similar type, size and scope. Please include contact information and a description of specific services provided.
4. Past experience within the last 5 years working with up to 5 similar clients. Please indicate the size of the client and what water and sewer facilities they are operating.
5. Identify which items under Item 2 that the firm also is qualified and interested in providing services for and provide 2 projects within the last 5 years for each item identified. Please provide client, client contact information and description of the services provided.
6. Proximity to Town for timely response and methods to keep travel time and costs to a minimum. The Town is very sensitive to the fact that on some projects it is important that the engineer be able to respond quickly to issues, including providing an onsite presence. Please identify how the firm can be responsive while also keeping costs down. Although proximity will not be the initial means for ranking the firms, those showing equal qualifications and experience may then be chosen based on proximity to the Town.
7. Experience in assisting localities in applying and obtaining regional, state, and federal grant and loan funding, including the particular requirements of loans such as VRA and State Revolving Loan Fund. Identify projects worked on that have included these funding sources.
8. Identification of key employees, including Client Manager and Project Manager, for the Water and Sewer scope items proposed to work on this project with resumes of maximum 2 pages describing their experience and training most relevant to the RFP scope elements listed and from similar clients. Please only provide resumes of individuals that are truly expected to provide support to the Town.
9. Conflict of interest: Firm should not be working for developers or other pertinent companies involved in activities within the Town of Lovettsville. Firm must identify no conflict of interest.
10. The Town has a standard Professional Engineering/Consulting Agreement for Services which is attached. The firm **must be capable and willing** to enter into this agreement **without modification** in order to bid for this project. Proposal should state the firm's intent and ability to sign this agreement.

PROPOSAL DEVELOPMENT AND SELECTION PROCESS:

1. Any consultants interested in proposing should provide the listed information as an email to Karin Fellers at kfellers@lovettsvilleva.gov. Any questions the Town receives concerning the Proposal, etc. will be forwarded to all firms that provide this information.
 - a. Name of Contact
 - b. Phone number of contact
 - c. Email of contact

2. As this is a broad service contract, the Town will offer a prebid meeting and Tour of some of the Town facilities. This prebid meeting will take place at the Lovettsville Branch of the Loudoun County Library, 12 Light Street, Lovettsville, VA 20180 at 10:30 AM on January 18, 2011. Although this prebid meeting is not mandatory, all proposers are encouraged to send a representative as it will be an excellent opportunity to better understand the issues facing the Town, see some of the facilities and ask questions. Anyone planning to attend the prebid meeting should email Karin Fellers at least 24 hours in advance of their intent to participate.
3. Any questions concerning the RFP or proposal development should be sent to the attention of Karin Fellers at kfellers@lovettsvilleva.gov. The question and the response to the question will be made as quickly as possible. All persons that have expressed interest in proposing and have provided their contract information as discussed in Item 1 above will receive an email with the question and the response.
4. Five (5) copies of the proposal should be provided to the Town by the due date and time listed in the RFP. Please note that most of the delivery companies will not guarantee morning delivery to Lovettsville. Please plan accordingly to ensure delivery occurs before the deadline. Any proposals received after the due date and time will not be accepted.
5. The Town will review the proposals and select at least 2 consultants to invite for interviews. Interviews will take place during the day and typically will involve a 10-15 minute presentation by the proposing consultant followed by question and answer of 30-45 minutes.
6. Town Staff and possibly the Mayor and /or members of the Town Council will be involved in the review and interview process and will make a recommendation for selection to the Town Council.
7. The Town reserves the right to refuse any and all proposals.

Contract Number _____
Professional Engineering/Consulting Services

This **CONTRACT** (the “**CONTRACT**”) is made this _____ day of ___, 2011 , by and between the **TOWN OF LOVETTSVILLE, VIRGINIA** (the “**TOWN**”), a municipal corporation, and _____, a having a usual place of business at _____ (the “**CONSULTANT**”).

The Consultant and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. Provision of Services. The Consultant hereby agrees to provide the following services to the Town:

Services as needed

The services to be provided by the Consultant hereunder shall in nature and quality meet or exceed those provided by like professionals or practitioners of Consultant’s profession or trade working in the Northern Virginia area at the time of the services are to be provided under this contract.

All plans, drawings, specifications, reports, surveys, studies and other documents prepared for or by the direction of the Town under this Contract shall be deemed works made for hire and shall be the exclusive property of the Town upon payment in full for said works, free of claims or encumbrances. Consultant shall provide to the Town documents and original copies in media that can be reproduced. The Consultant will not be liable for any unauthorized copies of the work provided by the Town or provided by others.

2. Contract Documents. The Contract Documents consist of this Contract, Town Purchase Order(s), and the Consultant’s proposal/scope, dated _____. Where the terms of this Contract and the Consultant’s proposal are at variance, the provisions of this Contract shall prevail.

3. Contract Term. The term of this Contract shall consist of the period of time _____ from date of proposal

4. Contract Amount. In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Consultant within thirty (30) days after receipt of a proper invoice for the amount of payment due or thirty (30) days after receipt of services, whichever is later, and in accordance with paragraph 5 of this Contract.

The Town agrees to pay the Consultant for work done in accordance with this project in accordance with Consultant's fee schedule, as set forth in Consultant's proposal dated _____ upon presentation of monthly invoices detailing the work performed during the preceding month in accordance with the provisions of paragraph 5. The Town and Consultant agree that payments made under this contract for any task shall not exceed \$ _____ unless authorized in writing by the Town signed upon approval of Consultant's written proposal therefore.

5. Method of Payment. The Consultant shall submit monthly invoices to the Town with all supporting documentation and shall be reimbursed as provided in paragraph 4. Payment will be made upon receipt of an invoice, which details the hours worked and services performed. The invoice must be mailed to the address specified below and must reference the purchase order number:

Keith Markel, Town Manager,
Town of Lovettsville
PO Box 209
Lovettsville, VA 20180

6. Applicable Law and Courts. This contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Loudoun County. The Consultant shall comply with applicable federal, state and local laws and regulations.

7. Assignment of Contract. This Contract shall not be assignable by the Consultant in whole or in part without the prior written consent of the Town. When the Consultant's proposal, referenced in paragraph 2 above, identifies a team or key personnel to be assigned to the Contract, Consultant may assign other personnel only with the consent of the Town, which shall not be unreasonably withheld.

8. Audit. The Consultant shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

9. Indemnification. Consultant agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the Consultant's acts or omissions, provided that such liability is not attributable to the acts or omissions of the Town or its authorized agents.

10. Contact Person. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:

1. For TOWN: Karin Fellers, Project Manager
kfellers@lovettsvilleva.gov
(540) 822-5788

2. For CONSULTANT:

The parties may amend such addresses by written notice to the opposite party at the given Address.

11. Termination by Town without Cause. The Town may terminate this Contract for any reason upon ten (10) days notice and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract.

12. Integration Clause. This contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto related to the subject of this Contract.

13. Ownership Clause. All elements produced as part of the work described as part of this contract will be the sole property of the Town in hard copy and electronic form and will be provided to the Town as requested or before the end of the contract term.

In witness whereof, the parties below execute this Contract as of the date first above written.

TOWN OF LOVETTSVILLE

Consultant

AUTHORIZED SIGNATURE

NAME:

TITLE:

DATE:

AUTHORIZED SIGNATURE

NAME:

TITLE:

DATE: